

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

RED BARN MOTORS, INC.,
PLATINUM MOTORS, INC.,
MATTINGLY AUTO SALES, INC.,
YOUNG EXECUTIVE MANAGEMENT &
CONSULTING SERVICES, INC.,
Individually, and on behalf
of other members of the
general public similarly
situated,

Plaintiffs,

Docket No.

1:14-cv-01589-TWP-DKL

vs.

COX ENTERPRISES, INC.,
COX AUTOMOTIVE, INC.,
NEXTGEAR CAPITAL, INC. f/k/a
DEALER SERVICES CORPORATION,
successor by merger with
Manheim Automotive Financial
Services, Inc., and JOHN WICK,
Defendants.

Class Action

The deposition upon oral examination of
ADAM GALEMA, a witness produced and sworn before me,
Paula A. Morgan, Notary Public in and for the County
of Hamilton, State of Indiana, taken on the 10th day
of November, 2016, in the offices of Bose, McKinney &
Evans, 111 Monument Circle, Suite 2700, Indianapolis,
Marion County, Indiana, pursuant to the Federal Rules
of Civil Procedure. This deposition was taken on
behalf of the Plaintiffs in the above-captioned
matter.

ASSOCIATED REPORTING, INC.
251 East Ohio Street, Suite 940
Indianapolis, Indiana 46204
(317) 631-0940
www.associated-reporting.com

APPEARANCES

FOR THE PLAINTIFFS:

Jake Airey
Matthew M. Coman
SHER GARNER CAHILL RICHTER KLEIN & HILBERT
909 Poydras Street, Suite 2800
New Orleans, Louisiana 70112

Kerry A. Murphy (Via teleconference)
JONES SWANSON HUDDALL & GARRISON LLC
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130

FOR THE DEFENDANT
NEXTGEAR CAPITAL
F/K/A DEALER SERVICES CORPORATION:

Paul D. Vink
David J. Jurkiewicz
BOSE MCKINNEY & EVANS
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204

FOR THE DEFENDANTS:

Jason S. McCarter
SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street N.E., Suite 2300
Atlanta, Georgia 30309

ALSO PRESENT:

Rick Wright - in-house counsel DSC

INDEX OF EXAMINATION

	<u>Page</u>
EXAMINATION (By Mr. Airey)	4

EXHIBIT INDEX

<u>No.</u>	<u>Description</u>	<u>Page</u>
1	DSC Floorplan Application (NG004840-NG004851)	35
2	DSC Floorplan Application (NG004868-NG004883)	35
3	DSC Floorplan Application (NG004906-NG004921)	35
4	DSC Floorplan Application (NG004943-NG004959)	35
5	DSC Floorplan Application (NG004978-NG004995)	35
6	DSC Floorplan Application (NG005033-NG005052)	35
7	DSC Floorplan Application (NG005060-NG005075)	35
17	(Previously marked) Receivable Detail Report (RB2178)	56

1 A D A M G A L E M A, the witness herein, having
2 been first duly sworn to tell the truth, the whole
3 truth, and nothing but the truth, was examined and
4 testified as follows:

5 EXAMINATION,

6 QUESTIONS BY MR. AIREY:

7 Q Good morning, Mr. -- and how do you pronounce your
8 last name?

9 A Galema.

10 Q Okay. My name is Jake Airey, and I represent the
11 plaintiffs in this case, Red Barn Motors case. Could
12 you state your name for the record.

13 A Adam Galema.

14 Q And what's your address?

15 A 4913 Rustling Ridge Court.

16 Q Have you ever given a deposition before?

17 A No.

18 Q Okay. Basically, I'm going to be asking you
19 questions, and then you'll give me an answer. If you
20 don't understand my question, please feel free to ask
21 me to rephrase it or you didn't understand it.

22 A Okay.

23 Q If you give me an answer, I'm going to assume that
24 you understood my question. We have the court
25 reporter here who is taking down everything we say,

1 guess, or publicly traded-type financial instruments?

2 A Not publicly traded, no.

3 Q Privately traded?

4 A Yeah.

5 Q Is that the same now as well, too?

6 A Yes.

7 Q Okay. So various companies and individuals would be
8 able to buy a debt package?

9 A It's a 144A transaction, so only investment companies
10 can participate.

11 Q I'm going to turn to the affidavit that you at least
12 signed in this case. Are you familiar with this
13 document?

14 MR. VINK: Are you going to mark this as an
15 exhibit?

16 MR. AIREY: I wasn't going to.

17 MR. VINK: Okay.

18 A Yes, I'm familiar.

19 Q Okay. How did this document come about? Why were
20 you asked to draft this document?

21 A I was asked to --

22 MR. VINK: Before you answer that question, make
23 sure that you don't divulge anything that was
24 communicated to you by counsel related to signing
25 this declaration. That would be protected by the

1 attorney-client privilege.

2 Q Right. And I should have said that before. I don't
3 want to know anything that they asked you. And if
4 that's the only reason that you have for why you did
5 it, which wouldn't be surprising, then, you know,
6 that will be your response. I understand that.

7 A Well, are you asking why I'm here or why I signed
8 this?

9 Q How about this. Do you know why you were chosen to
10 draft this affidavit?

11 A Yes.

12 Q Okay. Why is that?

13 A Because I have knowledge of how floorplanning works
14 and how the system operates and how we calculate the
15 revenue that we generate.

16 Q But as far as the individual dealers that are
17 mentioned in this affidavit, like Red Barn and
18 Platinum and Mattingly, did you know about those
19 prior to drafting this affidavit?

20 A Yes, I've heard of them.

21 Q Did you have any interaction with or any -- I guess
22 "interaction" is the best word. Did you have any
23 interaction with their accounts for Red Barn,
24 Mattingly, or Platinum when you were in any of your
25 various positions with DSC?

1 A Direct interaction, no.

2 Q How about indirect?

3 A Sure.

4 Q What would that be?

5 A It would have been part of the analysis that we do on
6 dealers who default and charge off.

7 Q But you wouldn't have called up someone at Red Barn
8 and said, hey, what's going on here, why are you
9 defaulting, correct?

10 A Correct.

11 Q And same with Mattingly or Platinum?

12 A Correct.

13 Q So you may have interaction with their account here
14 in Indiana but not actually with any of these
15 dealers, specifically with themselves, or with those
16 dealers?

17 A I would not communicate directly with the dealer, no.

18 Q Now, did you actually physically write every word in
19 this affidavit?

20 A No.

21 Q Okay. Who did?

22 A It's my understanding our legal team.

23 Q As far as the exhibits that are attached to this
24 affidavit, did you pick which exhibits to put on this
25 affidavit?

1 A No.

2 Q I'm going to hand you what was marked as Exhibit B to
3 your affidavit. This document has "NextGear Capital"
4 written on the top of it.

5 A Correct.

6 Q Correct? So it's fair to say that this would have
7 been produced after the merger between DSC and
8 Manheim and -- with Cox, correct?

9 A Correct.

10 Q Do you know if this document was produced
11 specifically for this litigation?

12 A Yes.

13 Q It was specifically --

14 A It was.

15 Q Okay. Did you create this Exhibit B?

16 A I did not.

17 Q Do you know who did?

18 A Yes.

19 Q Who?

20 A Our technology team.

21 Q Did you supervise them when they created it?

22 A I do not have direct supervision of them.

23 Q So you didn't ask them to create this document?

24 A Myself directly? No.

25 Q Did you have any input in the information that was

1 put in this document?

2 A Yes.

3 Q Okay. So it's fair to say that you asked them to
4 create a document with these columns on it?

5 A I did not ask them, but I was involved in reviewing
6 and testing the accuracy.

7 Q Other than your counsel, who else assisted you in
8 producing Exhibit B?

9 A I can't recall exactly who was involved in the
10 development of it. The only other person I can think
11 of is a gentleman, Lucas Hancock.

12 Q Is he an IT person?

13 A No.

14 Q What does he do?

15 A He's senior director of customer experience.

16 Q Do you know what he does in that role?

17 A Yeah. He manages our call center.

18 Q Now, prior to the Manheim and DSC merger, had you
19 ever reviewed Manheim Financial Services' promissory
20 notes?

21 A No.

22 Q How about any Manheim documents, like security
23 agreements, financial agreements?

24 A No. We are competitors.

25 Q So it's fair to say that the first time you would

1 have reviewed those documents would have been in
2 drafting this affidavit?

3 MR. VINK: Object to the form. You can answer.

4 Q Well, let me ask it another way. When was the first
5 time that you reviewed any documents from Manheim
6 Financial Services, which I'll call MAFS for short.

7 A Sure. In this case. I mean, we did not have any
8 involvement in MAFS documents.

9 Q Even after the merger you didn't go and look and see
10 what they were doing versus what DSC was doing?

11 A I did not review a particular legal document of MAFS
12 and compare it to what DSC was doing.

13 Q Have you done that comparison for this litigation?

14 A Have I done that?

15 Q Correct.

16 A I am not an attorney, so I've not reviewed and, you
17 know, compared every single -- I have not done that.

18 Q Okay. So you didn't go through and say what was
19 different between a MAFS document and a NextGear or
20 DSC document?

21 A No.

22 Q You said that right now NextGear has about 21,000
23 dealers?

24 A Correct.

25 Q Do you know, on a year-by-year basis, approximately

1 how many dealers DCS would have had -- I'm sorry, DSC
2 would have had in, let's say, 2007?

3 A I can't recall exactly. If I had to estimate, it
4 would be six to eight thousand.

5 Q How about in 2005? Would you know then?

6 A That was the first year of DSC, so --

7 Q Okay. How about 2008?

8 A Roughly the same, six to eight thousand.

9 Q And would that be the same up until the merger?

10 A Correct.

11 Q Okay. So with the merger you took on all of -- or
12 NextGear was created to take on all of MAFS customers
13 as well as DSC customers under one company?

14 A Correct.

15 Q And so did MAFS have more customers than DSC?

16 A I believe they did, yes.

17 Q You said six to eight thousand customers per year.
18 Are they the same six to eight thousand customers
19 every year?

20 A No.

21 Q What's the turnover rate of customers that would
22 maybe use the floorplan in 2007 versus 2008?

23 A I can't speak specifically to the turnover rate back
24 then. As an estimate, we could potentially turn
25 over, back then, maybe a hundred accounts each month.

1 Q When you say "turn over," what do you mean by that?

2 A They could leave our relationship voluntarily. They
3 can move to another financier, another lender. They
4 could also default on their account and be charged
5 off.

6 Q Do you know what the default rate would have been in
7 2007?

8 A I don't know exactly. You know, it's going to be
9 somewhere around 5 percent of our dealers.

10 Q Is that per year or per month?

11 A It's an annual list.

12 Q Did that number stay true throughout 2008, 2009,
13 2010?

14 A I can't speak to that. I don't have, obviously, the
15 information in front of me. But it would not have
16 varied significantly other than -- you know, during
17 '08, '09, with the economic downturn, we did
18 experience larger losses.

19 Q So maybe more than 5 percent in '08, '09?

20 A Sure. I think you would find that everywhere.

21 Q With the six to eight thousand customers that DSC
22 would have had, did those customers also use MAFS as
23 well?

24 A Some of them could.

25 Q Do you know, was it common in the industry to have

1 Q And what's the date that is entered into the system?

2 A In that scenario, for a non-auction purchase, it
3 would be the date that we receive that floorplan
4 information, bill of sale, et cetera, from the
5 dealer.

6 (Deposition Exhibits 1 through 7 were marked for
7 identification.)

8 Q I'll hand you a stack of documents here. I do have
9 these marked. I've got these kind of backwards, but
10 that's 7. I apologize. The staple came out. Here's
11 6. This is 5, 4, 3, 2, 1.

12 You're familiar with the discovery requests that
13 were asked in this case?

14 A Generally.

15 Q One of the requests that we asked for were examples
16 of the contracts of the various years that DSC used
17 during the -- for floorplanning. Exhibit 1 -- let's
18 see. If we can look back on page -- it's NG004848.

19 A (The witness complies.)

20 Q Right above the redaction box it appears to indicate
21 that this is a November 20, 2005, contract?

22 A Mine says May 20.

23 Q I'm sorry. May 20, 2005. As far as in 2005, to your
24 knowledge, would this be an accurate representation
25 of the contract that DSC used with its dealers?

1 A Yeah, I would have no reason to believe it would not
2 be.

3 Q Now, on -- let's see. It's the second page of the
4 document, first page of the promissory note. Under
5 1(a) there's a definition of "advance." Is that the
6 definition that you were discussing earlier when you
7 talked about loans?

8 A Correct.

9 Q Could you read that for me?

10 A "'Advance' shall mean all loans or payments pursuant
11 to this Note made by DSC to Dealer or on Dealer's
12 behalf to any third party."

13 Q In your affidavit, on page 2, paragraph 15, that
14 paragraph generally states what you told me earlier,
15 that when NextGear pays an auction direct -- or,
16 sorry.

17 That the date NextGear conveys funds for a
18 vehicle varies by transaction type and source,
19 correct? First paragraph of that statement.

20 A Yeah, that statement is true.

21 Q Okay. It's also true that for the auction
22 vehicles -- for dealers that buy cars at auction,
23 NextGear charges interest to the dealer on the day
24 that the dealer purchases the car from the auction,
25 correct?

1 A Generally, yes.

2 Q You said "generally." When would they not?

3 A It could be, you know, if a dealer buys a car at
4 auction and then three months later floorplans it
5 with us, we're not going to backdate interest to the
6 date that it was sold or purchased.

7 Q I'm sorry. Could you explain that example a little
8 bit more?

9 A Sure. I mean, a dealer buys a car, and he could pay
10 with cash.

11 Q Okay.

12 A And then two, three, four months later he might
13 choose to put it on his floorplan to free up that
14 cash.

15 Q So if a dealer buys a car at auction using the
16 NextGear or DSC floorplan, then, at that time, the
17 date that the dealer purchases that vehicle is the
18 date that interest begins to run?

19 A Correct.

20 Q Are you aware of anywhere in the contract where it
21 makes a distinction between vehicles that are bought
22 at an auction and vehicles that are bought at -- or
23 vehicles that are owned by the dealer?

24 MR. VINK: Object to the form. You can answer.

25 A I don't know.

1 Q With the -- let's see. It's Exhibit B to your
2 affidavit that I handed you. I think I gave it to
3 you earlier.

4 A Yes. Sorry.

5 Q Okay. In the far left column there's -- -- on the
6 first page, about halfway down, it says "Total for"?

7 A Correct.

8 Q Do you know what that "Total for" means?

9 A That is the total of the transactions that were
10 funded on that particular date.

11 Q So that's the day that NextGear funded the
12 transaction to the auction or buyer in this case?

13 A It is the date that NextGear sent cash to the
14 auction.

15 Q Now, the day that NextGear sends cash to the auction
16 is, in many cases, days and even weeks later than the
17 actual day that the dealer buys from the auction,
18 correct?

19 A Sure.

20 Q And in some instances a dealer can purchase the
21 vehicle at auction, sell that vehicle, send funds to
22 NextGear before NextGear actually pays the auction as
23 well, correct?

24 A That is possible.

25 Q In the affidavit you indicate that there's a dealer

1 that has a \$40 million line of credit with NextGear?

2 A Yes.

3 Q Who is that?

4 A We have -- I don't know who exactly has the \$40
5 million line of credit. That's just a range given.

6 Q That's just something you looked on a computer system
7 somewhere to see what the max range was, without
8 actually knowing who it was?

9 A Yeah. I mean, it's all information within our
10 system.

11 Q How many dealers have a \$40 million line of credit,
12 do you know?

13 A We only have a couple that are in that -- at that
14 level.

15 Q Do you know what the average credit limit, credit
16 line is for a dealer?

17 A Yeah. The mathematical average is approximately
18 \$300,000 today.

19 Q Has that gone up or down in the years since you've
20 been working at NextGear?

21 A It has increased.

22 Q You don't know what the dealers' names are that have
23 a \$40 million line of credit?

24 MR. VINK: Object to form. You can answer.

25 A I mean, I can give you a couple of names of our

1 largest accounts.

2 Q Yeah.

3 A I don't know that they're exactly \$40 million.

4 Q Okay.

5 A Hertz Corporation, Wholesale, Inc. Those would be
6 probably two of our bigger ones.

7 Q Does NextGear do any business with, like, the
8 Enterprise rental car?

9 A No.

10 Q Do you know what Hertz uses its line for?

11 A It's my understanding it's for their car sales
12 division. It's a very short time frame that they're
13 on floorplan.

14 Q Do you know how many dealers would have been doing
15 business with NextGear from 2005 through 2012 but
16 would not have been doing business in 2013?

17 A I could provide a guess. If you -- complete estimate
18 here, but dealers who may have been terminated,
19 right? Is that what you're getting at, dealers
20 who --

21 Q Who no longer do business with DSC, for whatever
22 reason. I know you said there was about a 5 percent
23 turnover earlier.

24 A Yeah. It could be -- again, I don't have the
25 information in front of me. But a pure guess for

1 that time frame might be, I don't know, four to five
2 thousand dealers. Pure guess.

3 Q That's something you could find out through the
4 system, though?

5 A Yeah.

6 Q And NextGear would have a record of the relationship
7 between a particular dealer and NextGear/DSC for each
8 transaction that that dealer has done with NextGear
9 or DSC?

10 A Correct. We have a history of all the transactional
11 volume for a particular dealer, as a dealer with DSC
12 and NextGear.

13 Q And it would be similar to what was Exhibit B to your
14 affidavit?

15 A Correct. That's where -- this report was created
16 using that data.

17 MR. AIREY: I'm sorry. I'm trying to narrow this
18 down for you. It's good I'm pausing. We've gone
19 over some of this.

20 Actually, if we could take a five-minute break.

21 (A recess was taken.)

22 Q With the affidavit that you drafted, on page 3, at
23 paragraphs 24, 25, and 26 -- well, let's go 24 and
24 25. You say many dealers in the proposed class
25 defaulted on their obligations to NextGear, correct?

1 Q How about the contracts that the salespeople would
2 have used? Did you have any role in the integration
3 of those contracts between MAFS and DSC?

4 A No. That was handled through our legal team.

5 Q Before, you stated that there was a mutual benefit
6 between the auto auction agency and NextGear. Could
7 you explain what you mean by "mutual benefit"?

8 A Sure. So we provide information to them, you know,
9 such as a defaulted dealer, that they can -- you
10 know, they choose to do with it what they want. I
11 mean, they can, you know, enter that dealer into the
12 KO book, if they choose.

13 We also receive data back from them of the
14 dealers that are listed in the KO book, and that
15 information is used to make credit decisions at
16 NextGear.

17 Q With the reporting that you do now on a monthly
18 basis, are you receiving reports from the people that
19 you supervise and then putting them into a different
20 form to give to the persons you report to?

21 A Which reports?

22 Q Like a monthly report. Would you have a profit and
23 loss statement?

24 A Financial statements? Those are -- financial
25 statements are generated out of our accounting

1 software, so there's no manipulation, if you will, of
2 those.

3 Q I assume you're familiar with the term "float"?

4 A Yes.

5 Q And in this case the delay between the time that
6 NextGear or DSC would fund an auction for a car
7 versus the time that the dealer's being charged
8 interest would be the float, correct?

9 A No, I would not call it a float.

10 Q What would you call that?

11 A I would call that the period between the floorplan
12 date and the date that the auction was funded.

13 Q And during that time frame DSC or NextGear hadn't
14 actually sent any money to the auction at all,
15 correct?

16 MR. VINK: Object to the form. You can answer.

17 A Can you rephrase that?

18 Q From the time that the dealer purchased the vehicle
19 from an auction and NextGear sends the money to that
20 auction, there's a delay period in some instances,
21 correct?

22 A In some instances, yes, there can be a delay.

23 Q Does NextGear keep track of the time between the day
24 that a transaction is funded versus the day that it
25 was first requested?

1 A The information resides in the system. It is not a
2 metric or a data point that we review frequently.

3 Q But you do review that sometimes, correct?

4 A I've seen data around it, yeah.

5 Q What was the purpose for that data?

6 A Just to investigate, make sure that vehicle was still
7 a valid floorplan.

8 Q So the system could generate that information for
9 each transaction, correct?

10 A Yeah, those data points reside in the system for
11 every transaction. And those are the same data
12 points shown on this report.

13 Q Let's make it easier. Let's walk through one of the
14 transactions here. If we go to page NGR000012, which
15 is page 2 of Exhibit B that was attached to your
16 affidavit, if we go to the column starting underneath
17 where it says "Total for - 8/17/2011," it's stock
18 number 13. It says "2000 Saturn S-Series SL2." Walk
19 me through that transaction.

20 A Sure. I mean, based on the facts here, dealer would
21 have purchased the vehicle at Oak View Auto Auction
22 on August 5, 2011. That auction would have
23 transmitted that flooring information to DSC at the
24 time, on the same date, August 5, 2011, and -- you
25 know, under the terms there noted to the right. And

1 then that third date there is completed date,
2 August 17, 2011.

3 Based on that information there, you know, it's
4 easy to reason that we had an agreement with the
5 auction to fund that vehicle either on notice of
6 title or on possession of title. And that's why
7 the -- sorry. Let me get my dates right. It's the
8 one underneath it. So, yeah, that's why on the 18th
9 of August the funding occurred.

10 Q When you say "the funding occurred," that's the day
11 that NextGear sent funds to Oak View Auction in this
12 case?

13 A That's correct.

14 Q But you're not familiar with the terms or contents of
15 the Oak View Auction agreement between NextGear
16 and -- in this case it was DSC and -- well, between
17 Oak View Auction and DSC?

18 A I don't have that document in front of me, no. I can
19 make a reasonable --

20 Q If we go to NGR000014 -- it's page 4 -- toward the
21 bottom of the page it's stock number 58. It's a 1997
22 Ford Explorer.

23 A Yes.

24 Q Can you walk me through that transaction as well?

25 A Sure. Dealer would have purchased that vehicle at

1 Oak View Auto Auction on August 26, 2011. That
2 auction would have sent that information to DSC on
3 the same date, August 26. And that dealer -- the
4 dealer, ultimately, paid that vehicle off, completed
5 it on September 12, 2011. And, again, same thing.
6 They would have -- the auction received -- or we sent
7 funding to the auction on October 7, 2011.

8 Q And that August 26 date, the flooring date, that's
9 the day that DSC would have been charging, started
10 charging, Red Barn Motors interest?

11 A Yes, that's correct. That's the day they started
12 utilizing their floorplan for that vehicle.

13 Q Now, this document, which is Exhibit B that was
14 created for this litigation, is this something also
15 that a dealer would be able to create?

16 A This exact form? No. This is created specifically
17 for this case. The dealer does have access to
18 reporting that's very similar, that has all the same
19 information on it.

20 Q It would have the "Total for" date on it?

21 A I believe it would, yes.

22 Q Is there any indication on here of what "Total for"
23 means?

24 A On this report it does not specifically say, but we
25 understand that to be the case, that it's the total

1 amount funded on that particular day. I believe the
2 reporting available to the dealer is a little more
3 descriptive.

4 Q Have you seen more descriptive reporting that's
5 available to the dealer than this?

6 A To the extent that this -- this report has a lot of
7 information on it. Again, I can't say exactly if
8 every single column on here is on the report that
9 they see, but, you know, to my -- yeah, I would say
10 that all those are -- in one form or another, all
11 that information is on the reporting, the Receivable
12 Detail Report that the dealer has access to.

13 MR. AIREY: I don't have additional copies of
14 this. This was an exhibit that we used yesterday,
15 Exhibit 17.

16 MR. VINK: Okay.

17 Q You stated that dealers can get the Receivable Detail
18 Report. Is this one of the reports that you were
19 discussing?

20 A This is a Receivable Detail Report, yes.

21 Q Okay. That's something that the dealer would have?

22 A Yes.

23 Q Get? Okay. Can you show me where the "Total for"
24 column is on that?

25 A On this report there's not a "Total for" amount.

1 Q Okay. Is there a day that shows when NextGear paid
2 the auction on that report?

3 A Yes. There is a column labeled "Days." That is the
4 number of days that that vehicle has been on
5 floorplan. You can run that back to the floordate
6 and determine kind of when that floorplan started.
7 Sorry. Did you -- restate your question.

8 Q What I was asking is, does that document, anywhere in
9 that document, show when NextGear or DSC --

10 A Sorry.

11 Q -- paid the auction?

12 A No, it does not. I don't know why that would be
13 important to them.

14 MR. AIREY: Can we take a little break? We're
15 pretty much toward the end.

16 MR. VINK: Okay.

17 (A recess was taken.)

18 Q Earlier you mentioned Lucas Hancock, I believe?

19 A Yes.

20 Q And he is the director of customer experience now?

21 A Correct.

22 Q Okay. Who was in that role before him?

23 A I couldn't tell you. It's a new role as well, within
24 the last couple of years.

25 Q Was there somebody that did a similar role prior to

1 this role being created?

2 A During this time frame there would not have been
3 someone in that position.

4 Q There was still a -- was there a call center during
5 the time frame of the Red Barn transactions?

6 A During a portion of that time frame.

7 Q When did the call center start?

8 A I believe it was around 2010, 2011.

9 Q What did the dealers do prior to 2010, 2011 when they
10 wanted to contact DSC?

11 A They contacted their account executive.

12 Q And then he would go to a regional director? He
13 would report to a regional director then?

14 A Yeah, he reported to a regional director. Whether or
15 not he went to that director with every single
16 issue --

17 Q And then who would the regional directors report to?

18 A During this time I believe we had maybe a couple of
19 vice presidents of operations. I don't recall
20 exactly the org structure back then.

21 Q Do you know the names of any of those people?

22 A I'm trying to think. I'm not sure who was in those
23 positions back then.

24 Q Are those people still with the company now, just in
25 different roles?